

Terms and Conditions



QuickCare Gold Insurance Policy

DEFINITIONS

INSURER

Praetorian Insurance Company, New York, NY as named on the document of insurance.

INSURED

The person(s) named on the document of insurance.

PET

The insured's pet named on the document of insurance.

DOCUMENT OF INSURANCE

A written document provided to the Insured by the Insurer confirming the effective date of coverage for their pet as well as the available coverage subject to the Maximum Benefits stated within the document including indicated attachments and Endorsements.

ILLNESS CATEGORY

An Illness Category is defined as a specific organ, organ systems, or specifically defined disease(s). See appendix "A".

ACCIDENT

An unforeseen, unexpected or undesirable event resulting in damage or harm.

CONDITION

A Condition is defined as all signs and symptoms that result in a diagnosis of one illness or accident regardless of the number of occurrences and body parts affected. All Conditions are considered to be Bilateral unless otherwise noted.

BILATERAL CONDITION

A Condition, which may affect both sides of the body (example: cruciate ligaments, eyes, ears, limbs, lameness).

ILLNESS CONDITION

An Illness Condition is defined as all signs and symptoms that result in a diagnosis of an illness regardless of the number of occurrences and body parts affected. All Illness Conditions are considered to be bilateral unless otherwise noted.

RECURRING CONDITION

A Recurring Condition is a curable Condition but may reappear for a number of reasons.

CHRONIC CONDITION

A Chronic Condition is a Condition that is likely to reappear, and is unlikely to be cured or may continue for some time.

TEMPORARY EXCLUSION

A type of exclusion for a Condition for which the Insurer will not be held liable for no less than twelve months.

PERMANENT EXCLUSION

A type of an exclusion for a Condition for which the Insurer will not be held liable for the lifetime of your pet.

DEDUCTIBLE

A Deductible is the stated dollar amount of each payable claim for which the insured is responsible.

CO-PAYMENT

Co-payment is the stated percentage of each covered claim for which the Insured is responsible.

MAXIMUM BENEFIT

Maximum Benefits are the most that the Insurer will pay as described in the Document of Insurance. Maximum Benefits on accidents are applied on a per incident basis. Maximum Benefits on Illness Categories are applied on a pet lifetime basis.

TERM

Policy Term is for the twelve months starting on the coverage effective date, as shown on the Document of Insurance.

SUPPLEMENTAL COVERAGE

Any coverage included in the policy that is considered unrelated to veterinary fees for Accidents and Illness Conditions. These coverages are provided in addition to, and will not reduce, any of the limits of Insurance shown elsewhere on the Document of Insurance.

INSURING AGREEMENT

In consideration of the payment of premium and in reliance upon statements contained in the application and/or provided by the Insured during enrolment including pet medical records, warranted by the Insured to be true, the Insurer will reimburse the insured for covered claims falling within and subject to the Terms and Conditions and Limits of this Insurance Policy. This policy only applies to covered costs, expenses, and other reimbursable amounts incurred during the policy period. All claims are to be submitted in writing to the insurer as soon as practicable, and in accordance with the terms and conditions of notice as outlined in this policy.

COVERAGE

For a claim to be made payable by the Insurer, an authentic, Insurer claim form must be submitted to the Insurer which has been completed and signed by the

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Insured and the attending veterinarian or appropriate party. The completed claim form must include original receipts that have been paid in full. Medical records confirming the Condition did not exist prior to the inception of the policy will be required to process any claim.

The following fees and events are covered to the extent of the limits of coverage, and subject to any and all applicable terms, conditions, and exclusions as outlined in this policy:

VETERINARY FEES

The Insurer will reimburse the Insured for the actual cost of required veterinary treatment for all accidents or illnesses within an Illness Category(ies) that are covered by the policy to the Maximum Benefits stated in the policy. (Illness Coverage not available for Chinese Shar-pei's, or Chinese Shar-pei Crossbreeds. Refer to Exclusions Section, #7)

ACCIDENTAL DEATH

The Insurer will reimburse the Insured for the original purchase price of the Insured's pet in the event of a sudden and accidental death, not requiring treatment, to the Maximum Benefits stated in the policy. A claim form signed by the veterinarian and original receipts for the original purchase price of the Insured's pet are required to process the claim. Where the Insured does not provide an original receipt, the Insurer will pay the Insured the current local Humane Society adoption fee for a dog or cat, in their region.

RECOVERY COSTS

The Insurer will reimburse the Insured for any costs of advertising or reward paid to the Maximum Benefits stated in the policy if the Insured's pet is lost or stolen. A claim form completed by the Insured/Owner, accompanied by all receipts for advertising and reward, including the name, address and telephone number of the person(s) the reward is paid to are required to process the claim.

BOARDING KENNEL FEES

The Insurer will reimburse the Insured for the cost of boarding the Insured's pet including home care to a maximum of \$25. per day to the Maximum Benefits stated in the policy if the Insured is hospitalized for more than 48 hours and the Insured or any member or the Insured's family or household are unable to care for the Insured's pet. The Insurer shall not be liable for boarding kennel fees where the Insured's hospitalization is directly or indirectly related to being pregnant or giving birth, elective or cosmetic surgery, or results from injury or illness with respect to which the Insured visited or consulted a physician or practitioner, took tests or received treatment for prior to the effective date of this policy.

MICROCHIP MIGRATION

The Insurer will reimburse up to a maximum of \$300. (less policy deductible for Accident) for treatment to remove a migrated microchip. Malfunctioning chip and/or any resultant damage from migration are not covered. Deductible is waived for **24PetWatch** microchip.

EUTHANASIA AND CREMATION

The Insurer will reimburse the Insured/Owner for the actual cost, to a maximum of \$100. as stated in the policy, for euthanasia, burial and cremation.

CONDITIONS

Medical Records:

As a condition of insurance the Insured's pet must receive an annual physical exam and all licensed vaccines as recommended by the Insured's veterinarian.

Proof of the above must be provided by the Insured in the form of complete medical records from all veterinary clinics that have seen the Insured's pet. If there are no medical records for the Insured's pet and/or the Insured's pet has not attended a veterinary clinic within the past twelve months, the Insured agrees to have the pet taken to a licensed Veterinarian for a complete physical exam within thirty days from the coverage effective date. Any costs incurred for the obtaining, copying and forwarding of these required medical transcripts/records, is not available for coverage under the Policy Terms and Conditions. The Insurer is permitted to contact the Insured's veterinarian and request any information regarding the Insured's pet. The Insured's pet must be cared for in accordance with Federal, State, and Municipal laws, in the jurisdiction in which the Insured resides.

Coverage Restrictions

For cats, if Feline Immunodeficiency Virus (FIV) and/or Feline Leukemia Virus (FELV) has been noted, treated or diagnosed, prior to the coverage effective date, or within the thirty-day waiting period for illness coverage, then no Illness coverage is available.

Feline Vaccine-Associated Sarcoma (FVS)

The Insurer will reimburse the Insured for the actual cost of required veterinary treatment for feline vaccine-associated sarcoma. The diagnosis must be confirmed via Histopathology. The claim will be paid to the policy maximum, provided that the Insured pet has received exclusively non-adjuvanted feline vaccination. Vaccine exclusivity means that the last series of feline vaccines was non-adjuvanted and given prior to the diagnosis of feline vaccine-associated sarcoma. A claim form completed in part by the Insured and in part by the veterinarian accompanied by the pathology laboratory report and the original receipts that have been paid in full are required to process the Insured's claim.

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For dogs, if Adult onset Demodex (after age five) has been noted, treated or diagnosed, prior to the coverage effective date, or within the thirty day waiting period for illness coverage, then no Illness coverage is available.

For cats and dogs, Cruciate Ligaments, Hip Dysplasia and Patella Luxation, despite the cause, are considered to be bilateral conditions (affecting both sides of the body) and are classed under the Musculoskeletal Illness Category of the Policy.

Product UpGrades/DownGrades

In the event of the Insured opting to transfer the Insured's pet to a program with higher benefits, the Maximum Benefit payable with respect to an Illness Category will be restricted to the Maximum Benefit payable under the policy that applied during the period in which such illness(es) was first noted, diagnosed, or treated. If the level of coverage is lowered, the lower Maximum Benefits shall apply.

Timing

Accident coverage will be effective at 12:01 a.m. on the day following enrolment. Illness coverage will begin on the thirty-first day of the policy.

All applications are subject to review and approval prior to enrolment.

In order to receive benefits for injury(ies), which occur during the first 24 hours of coverage, proof of time of injury(ies) will be required.

Duplicate Coverage

If at any time any claim arises under this insurance and there is any other insurance providing coverage to the Insured's pet, this policy shall be deemed to be excess insurance. This policy will only respond to any claim, costs or expenses once all other valid and collectible insurance has been exhausted, and then only for the excess amount not covered by said other insurance, subject always to the Terms and Conditions of this policy.

Binding Arbitration

In the event of any disagreement between the Insured and the Insurer, the matter will be referred to our Veterinary Advisor.

Underwriting

All policies shall be subject to any/all Co-payment and Deductibles.

Premiums may increase with excessive claims.

Any Illness or Accident pre-existing to the policy is not available for coverage. This includes illnesses that are existing, symptomatic and/or treated but not necessarily diagnosed, prior to the coverage effective date, or during the thirty day waiting period for illness coverage.

The Insurer reserves the right to place Temporary or Permanent Exclusions on a policy with respect to any accident(s) or illness(es) that has occurred or is symptomatic prior to the coverage effective date, or within the first thirty days from the coverage effective date.

Territorial Limits

This coverage is valid in the United States and for a period of up to 182 days while travelling within Canada.

Waiver of Subrogation

In direct relation to any claim against the Insurer, the Insurer reserves the right to take legal action against other parties on the Insured's behalf at the cost of the Insurer.

EXCLUSIONS

The Insurer shall not be liable for:

1. Preventative and elective treatments/surgeries including but not restricted to vaccinations, cosmetic treatment/surgery, spaying (including for false pregnancy), neutering (including cryptorchid neuters), or any treatment /surgery relating to breeding or pregnancy.
2. Claims arising from, or as a result of, any excluded procedure, accident or illness within an Illness Category.
3. Claims arising from any accident or illness condition within an Illness Category(ies), with respect to which the Insured was advised by a veterinarian to take preventative measures, and did not comply.
4. Claims for dental procedures and/or dental diseases.
5. Elective/cosmetic procedures.
6. Dew claw removal, tail docking, ear cropping, declawing and nail trimming.
7. Any illness claim for Chinese Shar-pei's and Chinese Shar-pei Crossbreeds.
8. Non-essential boarding and/or hospitalization.
9. Behavioral problems, medications and/or behavioral consultations.
10. Food with the exception of 25% of the cost of prescription diet specifically prescribed by a veterinarian for an Illness Condition within a covered Illness Category to a maximum of six months.
11. Financial euthanasia.
12. Destruction of a pet deemed "dangerous".
13. Costs resulting from any accident or Illness Condition within an Illness Category(ies) relating to the use of the Insured's pet for occupational, professional, or business purposes.
14. Co-payment and Deductibles as described in the policy.
15. Any claims for an Illness Condition within an Illness Category(ies) arising prior to the coverage effective date, or within the first thirty days from the coverage effective date.

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16. Any claims for an Accident that occurred prior to the coverage effective date of the policy.
17. Any costs related to mistreatment, injury or neglect caused by the Insured, any member of the Insured's household, or anyone employed or contracted by the Insured.
18. More than one occurrence of a newly symptomatic or diagnosed preventable illness (i.e. vaccine reactions and Flea Allergy).
19. Any aids, including mechanical devices or otherwise (including but not limited to monitoring machinery, carts and diapers) and/or any palliative care. This does not include veterinary attended or clinically monitored care.
20. Claims for monies over and above the maximum benefits amount of the policy.
21. Any claim as a result of:
 - a. Earthquake;
 - b. Invasion, war or civil war, insurrection, rebellion, revolution, military or usurped power or by operation of armed forces while engaged in hostilities, whether war be declared or not;
 - c. Any nuclear incident or radioactive contamination

EXTENSION OF POLICY

Upon each anniversary date of the policy Term, the policy and payment method will be extended for a further twelve month Term unless the Insurer is advised otherwise, in writing.

LIBERALISATION CLAUSE

If the Insurer makes changes to the policy in terms of conditions, exclusions or endorsements with no change or increase in premium to the Insured, this policy will be expanded in view of that.

MISREPRESENTATION

If a person applying for insurance falsely describes the property to the prejudice of the Insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the Insurer in order to enable it to judge of the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.

CHANGE OF INTEREST

The Insurer is liable for loss or damage occurring after an authorized assignment under Bankruptcy, Chapter eleven (11), or change of title by succession, by operation of law, or by death.

MATERIAL CHANGE

Any change material to the risk and within the control and knowledge of the Insured voids the contract as to the part affected thereby, unless the change is promptly notified in writing to the Insurer or their authorized representatives, and the Insurer when so

notified may return the unearned portion, if any, of the premium paid and cancel the contract, or may notify the Insured in writing, by regular mail to last known address on file, that if they desire the contract to continue in force they must within fifteen days of receipt of the notice, pay to the Insurer an additional premium, and in default of such payment the contract is no longer in force and the Insurer shall return the unearned portion, if any, of the premium paid.

TERMINATION

This contract may be terminated:

- 1) By the Insurer or their authorized representative giving to the Insured fifteen days written notice of termination by proof of mailing. The fifteen days will commence on the day following the receipt of the letter at the post office to which it is addressed; or
- 2) By the Insured at any time on request by **written notification** with a minimum of one month earned premium retained plus 100% of any paid fees.

Where the contract is terminated by the **Insurer**:

The Insurer shall refund the excess of premium actually paid by the Insured over the pro rata premium for the expired time on risk, but, in no event shall the pro rata premium for the expired time be deemed to be less than any minimum retained premium specified; and the refund shall accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund shall be made as soon as reasonably practicable.

Where this contract is terminated by the **Insured**:

The Insurer shall refund as soon as reasonably practicable, the excess of the premium actually paid by the Insured over the short rate premium for the expired time, but in no event shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified. The refund may be made by money, postal or express company money order, bank draft or cheque payable at par.

REQUIREMENT AFTER THE LOSS:

Upon the event of any claimable loss, accident or Supplemental Coverage, the Insured will then:

- 1) Observe the requirements of the policy Terms and Conditions
- 2) Deliver a completed and signed claim form along with the original receipts
- 3) In case of an accidental death of the pet, the original receipts for the original purchase price

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of the Insured's pet are needed to make a claim. Where the Insured does not or is not able to provide an original receipt, the Insurer will pay the Insured the current local Humane Society adoption fee for the species of pet that is named on the Document of Insurance.

EXAMINATION UNDER OATH

After a loss, which may be insured under this policy, you shall as often as we reasonably require:

- Submit to examinations under oath, and
- Produce or cause to produce in good faith employees, members of your household or others for examinations under oath to the extent it is within your power to do so.

FRAUD

Any fraud or wilfully false statement in a statutory declaration in relation to any of the above particulars vitiates the claim of the person making the declaration, and any such claim shall be null and void.

WHO MAY GIVE NOTICE AND PROOF

Notice of loss may be given and proof of loss may be made by the authorized agent or representative of the Insured named in the contract in case of absence or inability of the Insured to give the notice or make the proof, and absence or inability being satisfactorily accounted for, or in the like case, or if the Insured refuses to do so, by a person to whom any part of the insurance money is payable.

WHEN LOSS IS PAYABLE

The loss is payable within thirty days after completion of the proof of loss and submission of all required documentation.

ACTION

Every action or proceeding against the Insurer for the recovery of any claim under or by virtue of this contract

is absolutely barred unless commenced within one year next after loss or damage occurs.

NOTICE

Any written notice to the Insurer may be delivered at, or sent by proof of mailing to, the chief agency or head office of the Insurer. Written notice may be given to the Insured named in the contract by letter personally delivered to them or by proof of mailing addressed to them at their latest post office address as notified to the Insurer.

PTZ Insurance Agency, Ltd.
P.O. Box 2150 Buffalo NY 14240-2150

Insurance Underwriter:

- Praetorian Insurance Company
7 Times Square, New York, NY, 10036

APPENDIX "A"

ILLNESS CATEGORIES

This is an outline of 24PetWatch Pet Insurance's categorization of illnesses. All body/organ systems include, but are not limited solely to the organs listed within each category. Not all Illness Categories are covered by every product. See Document of Insurance and Schedule of Benefits.

CARDIOVASCULAR AND RESPIRATORY SYSTEM

Any illness within, or affecting all or part of the heart, blood vessels, nose, nasopharynx, larynx, airways, lungs, and thoracic cavity.

DIGESTIVE SYSTEM

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Any illness within, or affecting all or part of the mouth, esophagus, stomach, liver, gall bladder, pancreas, small intestine, large intestine, rectum, anus, abdominal cavity and metabolism.

UROGENITAL SYSTEM

Any illness within, or affecting all or part of the kidneys, ureters, bladder, urethra, uterus, ovaries, vagina, vulva, accessory sex glands, prostate, ductus deferens, testicles, and penis.

MUSCULOSKELETAL SYSTEM

Any illness within, or affecting all or part of the muscles, bones, joints, tendons, ligaments, and intervertebral discs.

NERVOUS SYSTEM

Any illness within, or affecting all or part of the brain, spinal cord, and nerves.

EYES

Any illness within, or affecting all or part of the eyes or the eye area.

EARS

Any illness within, or affecting all or part of the ears or the ear area.

SKIN

Any illness within, or affecting all or part of the skin, fur and whiskers.

ENDOCRINE SYSTEM

Any illness within, or affecting all or part of the thyroid, parathyroid, pituitary, adrenal glands, and all other hormone-secreting organs.

BLOOD AND LYMPHOID SYSTEM

Any illness within, or affecting all or part of the spleen, bone marrow, blood, lymph, and lymphatics.

INFECTIOUS DISEASES

Any illness caused by, or relating to an infectious agent that affects any or all of the systems within the body.

CANCER

Any illness caused by, or relating to cancer that affects any or all of the systems within the body.